

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the MOU) made on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the TOWN OF ALBION, COUNTY OF ORLEANS, STATE OF NEW YORK, by and through its Town Board (hereinafter referred to as the TOWN), the VILLAGE OF ALBION, COUNTY OF ORLEANS, STATE OF NEW YORK, by and through its Village Board (hereinafter referred to as VILLAGE), the ALBION CENTRAL SCHOOL DISTRICT, COUNTY OF ORLEANS, STATE OF NEW YORK, by and through its School Board (hereinafter referred to as ACSD) and the COUNTY OF ORLEANS, STATE OF NEW YORK, by and through its County Legislature (hereinafter referred to as the COUNTY), collectively the parties.

WHEREAS DEPAUL ALBION HOUSING DEVELOPMENT FUND CORPORATION, a New York Not For Profit Corporation, (hereinafter referred to as DEPAUL), the TOWN and the VILLAGE having entered into a Payment in Lieu of Tax Agreement in March 2020 (hereinafter referred to as the PILOT), and

WHEREAS it being recognized and acknowledged that DEPAUL did remit to the TOWN the sum of Five Thousand Dollars (\$5,000.00) annually for the years 2021 and 2022, pursuant to PILOT paragraph 3(a), and

WHEREAS it being recognized and acknowledged that DEPAUL did remit to the TOWN the sum of Ten Thousand Dollars (\$10,000.00) for the year 2023, Ten Thousand Two Hundred Dollars (\$10,200.00) for the year 2024 and Ten Thousand Four Hundred Dollars (\$10,400.00) for 2025, pursuant to PILOT paragraph 3(b)(i), and

WHEREAS DEPAUL having remitted an annual Three Thousand Dollar (\$3,000.00) payment to the VILLAGE for the years 2021, 2022, 2023, 2024 and 2025 pursuant to PILOT paragraph 3(c), and

WHEREAS the parties hereto are now desirous of apportioning the aforesaid amounts paid by DEPAUL between them and in furtherance of the PILOT paragraph 3(b)(iii), and

WHEREAS this MOU having been executed by all parties after Resolutions approving same from their respective governing Boards.

NOW THEREFORE upon the mutual covenants, agreements and consideration contained herein, the parties do hereby agree as follows:

1. Pursuant to PILOT paragraph 3(b)(iii) the tax payments remitted thereunder by DEPAUL shall be henceforth apportioned equitably by the TOWN among the parties annually as follows:

- a) Thirty Percent (30%) of the total annual remittance to the VILLAGE.
- b) Thirty Percent (30%) of the total annual remittance to ACSD.
- c) Twenty Percent (20%) of the total annual remittance to the TOWN.
- d) Twenty Percent (20%) of the total annual remittance to the COUNTY.

2. The TOWN currently has Seven Thousand Nine Hundred Eighty Four Dollars and Twelve Cents (\$7,984.12) from the 2025 DEPAUL PILOT payment. Additionally the TOWN is currently holding Three Thousand Dollars (\$3,000.00) paid by DEPAUL pursuant to paragraph 3(c) of the PILOT, initially sent to the VILLAGE by DEPAUL but thereafter remitted to the TOWN by the VILLAGE. As to any retroactive apportionment of payments remitted by DEPAUL under the PILOT, the parties agree that the total due to ACSD is Eight Thousand Four Hundred Fifty Five Dollars and Twenty Four Cents (\$8,455.24) to be paid to ACSD by the

TOWN from the amount currently being held by the TOWN as set forth hereinabove. Because the COUNTY recently sent a semiannual sales tax check to the VILLAGE withholding Three Thousand Dollars (\$3,000.00) from that check to the VILLAGE, it is agreed that there is to be no retroactive amount paid by the TOWN to the COUNTY. After payment by the TOWN to ACSD of the aforesaid amount (\$8,455.24) the remaining amount held by the TOWN (\$2,528.88) is to be paid to the VILLAGE.

3. Pursuant to PILOT paragraph 3(c) the tax payments remitted thereunder by DEPAUL in the amount of Three Thousand Dollars (\$3,000.00) annually shall be shared between the TOWN and the VILLAGE so that each receives One Thousand Five Hundred Dollars (\$1,500.00).

4. This MOU supersedes and replaces the PILOT Revenue Sharing Memorandum of Understanding dated May 27, 2020 between the TOWN and the VILLAGE.

IN WITNESS WHEREOF, the TOWN has caused this MOU to be signed by the Supervisor thereof, and the official seal affixed thereto, the VILLAGE has caused this MOU to be signed by the Mayor thereof, and the official seal affixed thereto, ACSD has caused this MOU to be signed by the Assistant Superintendent of Finance, and the official seal affixed thereto, and the COUNTY OF ORLEANS has caused this MOU to be signed by the Chairman of the Legislature, and the official seal affixed thereto.

TOWN OF ALBION

Dated: \_\_\_\_\_, 2025

BY: \_\_\_\_\_  
F. RICHARD REMLEY, SUPERVISOR

VILLAGE OF ALBION

Dated: \_\_\_\_\_, 2025

BY: \_\_\_\_\_  
ANGEL JAVIER, JR., MAYOR

ALBION CENTRAL SCHOOL DISTRICT

Dated: \_\_\_\_\_, 2025

BY: \_\_\_\_\_

RICK RECCKIO, II  
ASSISTANT SUPERINTENDENT OF FINANCE

COUNTY OF ORLEANS

Dated: \_\_\_\_\_, 2025

BY: \_\_\_\_\_

LYNNE M. JOHNSON  
CHAIRMAN OF THE LEGISLATURE